

1. **Parties.** This is a contract for services between the State of Vermont, Department of Vermont Health Access (hereafter called "State"), and DataStat Inc., with a principal place of business in Ann Arbor, Michigan (hereafter called "Contractor"). The Contractor's form of business organization is a corporation. The Contractor's local address is 3975 Research Park Dr., Ann Arbor, Michigan 48108. It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** The subject matter of this contract is services generally on the subject of executing the Patient Experience Survey supporting the provision of information about a broad range of key consumer issues, such as overall satisfaction, average wait times, physician availability, obstacles to receiving care, and parents' impressions of their children's care to consumers, purchasers, and practices. Detailed services to be provided by the Contractor are described in Attachment A.
3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$180,296.52.
4. **Contract Term.** The period of Contractor's performance shall begin on July 1, 2017 and end on June 30, 2018. This contract may be extended, by mutual agreement of the Parties, for up to three (3) additional one-year terms.
5. **Prior Approvals.** If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons or entities.

Approval by the Attorney General's Office is required.
Approval by the Secretary of Administration is not required.
6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
7. **Contacts and Notices:** The contacts for this contract are as follow:

	<u>State Fiscal Manager</u>	<u>State Program Manager</u>	<u>For the Contractor</u>
Name:	Meaghan Kelley	Candace Elmquist	Marielle Weindorf
Phone #:	802-241-0393	802-241-0586	734-994-0540 x 186
E-mail:	Meaghan.Kelley@vermont.gov	Candace.Elmquist@vermont.gov	mweindorf@datastat.com

To the extent notices are made under this agreement, such notices shall only be effective if committed to writing and sent to the following persons as representatives of the parties:

	STATE REPRESENTATIVE	CONTRACTOR/GRANTEE
Name	DVHA Legal	Marielle Weindorf
Address	NOB 1 South, 280 State Drive Waterbury, VT 05671	3975 Research Park Dr. Ann Arbor, Michigan 48108

Email	AHS.DVHALegal@vermont.gov	mweindorf@datastat.com
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Written notices may be sent by electronic mail except for the following notices, which must be sent by United States Postal Service certified mail: termination of contract, contract actions, damage claims, breach notifications, alteration of this paragraph.

DVHA MONITORING OF CONTRACT

The parties agree that the DVHA official State Program Manager is solely responsible for the review of invoices presented by the Contractor.

8. **Cancellation.** This contract may be cancelled by either party by giving written notice at least 30 days in advance. Notwithstanding this provision, if a governmental agency with due authority determines that a program or facility operated by the Contractor, wherein services authorized under this contract are provided, is not in compliance with State and Federal law or is operating with deficiencies the State may terminate this contract immediately and notify the Contractor accordingly. Also, in the event that federal funds supporting this contract become unavailable or are reduced, the State may cancel this contract with no obligation to pay the Contractor from State revenues.
9. **Subcontractor Requirements:** Per Attachment C, Section 19, if the Contractor chooses to subcontract work under this agreement, the Contractor must first fill out and submit the Subcontractor Compliance Form (Appendix I – Required Forms) in order to seek approval from the State prior to signing an agreement with a third party. Upon receipt of the Subcontractor Compliance Form, the State shall review and respond within five (5) business days. A fillable PDF version of this Subcontractor Compliance Form is available upon request from the DVHA Business Office. Under no circumstance shall the Contractor enter into a sub-agreement without prior authorization from the State. The Contractor shall submit the Subcontractor Compliance Form to:

Business Office Contract Manager
Meaghan Kelley
Department of Vermont Health Access
280 State Drive, NOB 1 South
Waterbury, VT 05671-1010
802-241-0393
Meaghan.Kelley@vermont.gov

Should the status of any third party or Subrecipient change, the Contractor is responsible for updating the State within fourteen (14) days of said change.

The Contractor shall include the following provisions of Attachment C in all subcontracts for work performed solely for the State of Vermont under this agreement and subcontracts for work performed in the State of Vermont: Section 10 (“False Claims Act”); Section 11 (“Whistleblower Protections”); Section 14 (“Fair Employment Practices and Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 23 (“Certification Regarding Use of State Funds”); Section 31 (“State Facilities”); and Section 32 (“Location of State Data”).

10. Attachments. This contract consists of 40 pages including the following attachments, which are incorporated herein:

Attachment A - Specifications of Work to be Performed
Attachment B - Payment Provisions
Attachment C – Standard State Provisions for Contracts and Grants
Attachment D - Modifications of Customary Provisions of Attachment C or Attachment F
Attachment E - Business Associate Agreement
Attachment F - Agency of Human Services' Customary Contract Provisions
Appendix I – Required Forms

The order of precedence of documents shall be as follows:

- 1). This document
- 2). Attachment D
- 3). Attachment C
- 4). Attachment A
- 5). Attachment B
- 6). Attachment E
- 7). Attachment F
- 8). Other Attachments

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.

BY THE STATE OF VERMONT:

BY THE CONTRACTOR:

CORY GUSTAFSON, COMMISSIONER
AHS/DVHA
NOB 1 South, 280 State Drive
Waterbury, VT 05671-1010
Phone: 802-241-0246
Email: Cory.Gustafson@vermont.gov

MARIELLE S. WEINDORF
3975 Research Park Dr,
Ann Arbor, Michigan 48108
Phone: 734-994-0540
Email: mweindorf@datastat.com

**ATTACHMENT A
SPECIFICATIONS OF WORK TO BE PERFORMED**

BACKGROUND

For the first aim, measuring patient experience in advanced primary care, the Contractor will use the Consumer Assessment of Healthcare Providers and Systems Clinician and Group (CAHPS®-CG) 12-month survey (with or without the Patient-Center Medical Homes (PCMH) items) to assess patient care experience in practices that are part of several different payment and delivery systems, such as the Vermont Blueprint for Health (Blueprint), Accountable Care Organizations (ACO) Shared Savings Programs, and others, and to make results available for participating practices, ACOs, health service areas, and the State.

For the second aim, measuring patient experience for adults and children enrolled in Medicaid, the Contractor will conduct the survey administration of the CAHPS® Survey Project for the State of Vermont Medicaid Program for its adult and child populations. The sample will include two (2) statewide samples that include eligible Medicaid beneficiaries. The CAHPS® 5.0H survey instrument measurement set for the Medicaid population will be used.

The Contractor will be a Certified Vendor of CAHPS®-CG (with or without PCMH items) and CAHPS® 5.0H, and will maintain its status as a CAHPS®-CG (with or without PCMH items) and CAHPS® 5.0H vendor. Vendor shall have a certification for CAHPS®-CG (with or without PCMH items) and CAHPS® 5.0H from the National Committee for Quality Assurance (NCQA).

SCOPE

The Contractor will complete three (3) tasks for the State:

- CAHPS®-CG (with or without PCMH items) Project Activities – Data Sampling and Collection
- CAHPS®-CG (with or without PCMH items) Project Activities – Data Reporting
- CAHPS® 5.0H for the Medicaid Population Project Activities – Data Sampling and Collection and Data Reporting

TASK 1: CAHPS®-CG (with or without PCMH items) Project Activities – Data Sampling and Collection

The Contractor will use CAHPS®-CG (with or without PCMH items) to gather patients' and families' perceptions of access to care, comprehensiveness of care, communication and shared decision making with providers, self-management support, office staff helpfulness and respect, and other domains as directed, to evaluate patient experience of care at primary care practices that have been recognized as medical homes. The State will determine whether the contractor will use the PCMH items in the CAHPS®-CG survey based upon feedback from the participating practices and patient-centered medical homes. The State will make this determination one week after contract execution (tentatively July 7, 2017) to be implemented for the surveys to be fielded during Fall 2017.

A. Sampling Services

1. The Contractor shall work with the State to receive the most recent contact information for each of the participating practices.
2. The Contractor shall obtain business associate agreements (BAA) with practices, as required or needed.
3. The Contractor shall provide a sample format, in Excel, and request a test sample from each practice prior

to finalizing production schedules for the data collection wave. The Contractor shall work with each practice, supported by the State, to resolve any problems with content or format of the test sample before the end of the data collection wave. Once the Contractor has approved the practice's test sample, the Contractor shall ask the practice to use the sample format to prepare the actual sample frame submitted for the sample selection process.

4. The Contractor shall accept practice sample frame files that are submitted to the Contractor by practices in the format specified in the most recent version of *Specifications for the CAHPS®-CG (with or without PCMH items) Survey*, in Excel with all required data file elements included in the sample frame and an accompanying data file layout. The Contractor shall accept optional data elements that are appended to the end of the standard set of elements.
5. The Contractor shall provide a transfer center for practice submission of sample frames: The transfer center is a website utilizing 256-bit encryption through SSL that allows for secure transfer of files using a web browser. The Contractor shall also accept files submitted on physical media (e.g., diskette, CD-ROM) or by e-mail that is compressed, encrypted, and secured by password.
6. The Contractor shall instruct practices on patient eligibility and that sample frames should represent all eligible patient files, using guidelines in *Specifications for the CAHPS®-CG (with or without PCMH items) Survey* to define eligibility. The Contractor shall also instruct practices that practices are responsible for ensuring that any patient who does not meet these criteria is removed from the sample frame. The Contractor shall work with each practice, supported by the State, to ensure that each sample frame meets the minimum number of patient files needed to field the survey before the data collection wave ends.
7. Upon receiving the sample frame, the Contractor shall check the file for accuracy and completeness. The Contractor shall review and refine the list for its appropriateness as a sampling frame, following guidelines in *Specifications for the CAHPS®-CG (with or without PCMH items) Survey*. The Contractor shall work with practices, as needed, to resolve and sample frame data file issues.
8. The Contractor shall deduplicate the data files to ensure that each patient is represented only once in the sampling frame.
9. The Contractor shall remove from the data files any patient who does not meet the age criterion for the adult or child survey, as appropriate, using the designated cutoff date, which shall be the last day of the measurement period, per NCQA guidelines. The specific date shall be determined by the Contractor and the State. The measurement period is defined as the 12 months prior to the date when the eligible population file is generated by the practice.
10. From all eligible cases in the sample frame at each practice, the Contractor shall draw the number of cases corresponding to the number of eligible clinicians in the practice found in the received sample frame, using standard random selection procedures. If fewer than the required number of sample cases are available at a practice, the Contractor shall ensure that the sample includes all eligible patients in the practice.
11. If the Contractor receives a preliminary ACO dataset from the State, the Contractor shall conduct matching between the cases selected to field and ACO-attributed cases before the survey is fielded.
12. Oversampling is not currently included within the Contractor's budget but may be included in a future amendment and shall be conducted at \$1.44 per case.

13. Based on estimated eligible provider counts from participating practices, the Contractor shall identify the total sample to be selected. The Contractor and the State shall update practice and sample sizes prior to beginning work on the data collection wave.
14. The Contractor shall secure NCQA approval, if needed, for any enhanced sampling options.
15. After the sample has been randomly selected, the Contractor shall employ a National Change of Address (NCOA) service to update address information.
16. The Contractor shall deduplicate the selected samples to ensure that only one member of a household is included.
17. The Contractor shall incorporate data identifying respondents who are attributed to each of the Vermont's ACO Shared Savings Programs and other health care reform initiatives. The State shall ensure that the Contractor receives the information needed to accomplish such flagging or identification.

B. Data Collection Services

Once selection is completed, the Contractor shall incorporate the selected sample cases into a mail-only field protocol consisting of one survey packet mailing to all selected cases, and a second survey packet mailing to non-respondents, over a 6-week field period. The Contractor shall customize mail materials with logos, if available, and signatures from each participating practice. In cases where no logo is provided by a practice, the Contractor shall print the name of the practice in black, or a logo may be provided by the State. In cases where no signature is provided by a practice, the Contractor shall print the full name and title of the practice representative in black on the cover letter. The Contractor shall communicate with each practice regarding the transfer of the logo and signature to the Contractor.

Survey instrument

1. The Contractor shall utilize the current version of the CAHPS®-CG (with or without PCMH items) adult survey instrument (the questionnaire), made available by NCQA, with 52 items, or the current version of the CAHPS®-CG (with or without PCMH items) child survey instrument, made available by NCQA, with 64 items, as appropriate.
2. The State will add eight supplemental questions to the adult questionnaire and eight supplemental questions to the child questionnaire. The State and the Contractor shall ensure that the addition of supplemental items shall follow guidelines in the *Specifications for the CAHPS®-CG (with or without PCMH items) survey*. Since questionnaire length is a key element in project costs, the Contractor and the State understand that the addition of supplemental items, beyond the eight questions per questionnaire type identified above, may incur additional costs if their inclusion requires additional pages. If the inclusion requires additional pages, the Contractor and the State understand that this will be considered an action requiring an amendment per Bulletin 3.5.
3. For mail surveys, the Contractor shall print questionnaires in English. The Contractor shall customize the questionnaires with the Contractor's logo and the practice logo, if available, and the name of the clinician who provided care at the patient's most recent visit during the measurement period. If the practice logo is not available, the Contractor shall print the practice name in black on the survey. The Contractor shall deliver a proof of the final logo image or practice name to the practice for approval. The Contractor shall format the questionnaires using the Contractor's current standard layout and design, which is expected to produce an 8-page booklet.

Cover Letter

1. The Contractor shall obtain cover letter text from NCQA CAHPS®-CG (with or without PCMH items) materials and provide them to the State for review and revision, which the State may accomplish in its sole discretion. The State and the Contractor shall ensure that the length of the text shall allow for the Contractor's standard formatting and shall accommodate use of the Contractor's standard outgoing envelope.
2. The Contractor shall customize and print cover letters in English. The Contractor shall customize each cover letter with the name and address of the selected respondent ("To the Parent/Guardian of" for a child survey). The Contractor shall ensure that cover letters include a practice logo, if available, printed in black. If no practice logo is available, the Contractor shall print the practice name in black on the cover letter.
3. The Contractor shall ensure that each cover letter contains one signature block of the appropriate practice representative. The Contractor shall communicate with each practice regarding the transfer of the signature, full name and title of practice representative to the Contractor. In cases where no signature is provided by a practice, the Contractor shall print the full name and title of the practice representative in black on the cover letter. The Contractor shall deliver a sample of the full name and title and/or the signature image, to the practice, for approval.

Initial Outgoing Survey Packet

1. Using its mail production equipment, the Contractor shall create and mail to each individual in the sample his or her customized CAHPS®-CG (with or without PCMH items) adult or child questionnaire, as appropriate, in a personalized survey packet with the following format:
 - a. Outgoing Envelope:
 - White, appropriately-sized envelope chosen and provided by the Contractor
 - Black printing of practice name, the Contractor's return address, respondent name and address ("To the Parent/Guardian of" for child survey)
 - First class postage imprint
 - The USPS "Electronic Address Service" printed on the envelope
 - b. Questionnaire:
 - Formatted Microsoft Word file based on NCQA CAHPS®-CG (with or without PCMH items) adult or child vendor materials, as appropriate to the practice type
 - Produced in English
 - All printing done in-house by the Contractor
 - Two 11" X 17" white sheets of paper, folded to produce an 8-page booklet
 - Customized to individual respondent level with insertion of bar-coded tracking data
 - c. Cover Letter:
 - Custom laser printing for text insertions, respondent name and address, official signature and logo printed in black
 - Text from NCQA CAHPS®-CG (with or without PCMH items) vendor materials

d. Return Envelope:

- Appropriately-sized, white return envelope, as determined by the Contractor, with the Contractor's address inserted into each outbound packet
- Business reply imprint using the Contractor's business reply account

Follow-up Outgoing Survey Packet

The Contractor shall prepare and mail a follow-up survey packet to non-responders. A "non-responder" shall be any individual whose survey the Contractor has not received after 21 days from the date of mailing the initial survey packet. The format of this mailing shall be the same as that of the initial mailing, except for the cover letter text, which shall be appropriate for a second mailing. Text for this second cover letter shall be taken from NCQA survey materials.

Processing Incoming Mail

1. As undeliverable surveys and alternate addresses are returned to the Contractor by the postal service, the Contractor shall update internal records accordingly.
2. As surveys are returned, the Contractor shall enter all received data into the appropriate computer system. After data entry has been completed, the Contractor shall conduct data cleaning and perform both format and outlier checks, according to Contractor standards with input from the State. The Contractor shall deliver these standards to the State within 14 days of contract execution. If the State does not receive these standards within 14 days of contract execution, the State shall – in its sole discretion – set the applicable standards.
3. Based on NCQA CAHPS®-CG (PCMH) guidelines, the Contractor shall consider a survey to be complete and valid if the following two criteria are met:
 - The respondent answers at least one survey question.
 - Responses indicate that the respondent meets the eligible population criteria.
4. The Contractor shall report to the State, for the State's involvement in, the case of any individual who has expressed a desire not to participate in the survey project. After reporting the State, the Contractor shall cease all follow-up efforts to any individual having expressed a desire not to participate in the survey project.
5. The Contractor shall ensure that the duration of the field period is 42 days (6 weeks).
6. The Contractor shall ensure that final data is cleaned and coded, following NCQA guidelines and specifications.

C. Respondent Support Services

Throughout the mail phase of this project, the Contractor shall maintain a toll-free Respondent Assistance Telephone Line from 10am to 8pm (EST) Monday through Friday, for English-speaking respondents. The Respondent Assistance Telephone Line will allow individuals, among other things, to ask questions to the Contractor and to complete the survey over the phone. The Contractor shall ensure that calls outside these hours shall be referred to voicemail. The Contractor's toll-free number shall appear on the cover letter and the questionnaire.

TASK 2: CAHPS®-CG (with or without PCMH items) Project Activities – Data Reporting

The Contractor will work closely with the State (including the Blueprint and Green Mountain Care Board, at the State's discretion) in developing reports that present the results in ways that are accessible, meaningful, and support the evaluation of the quality of primary care in the wake of the payment and delivery system reforms.

1. The Contractor shall provide the State with a project plan for sampling and data collection services, similar to the sample deliverable timeline, which includes fielding the CAHPS®-CG (PCMH) survey in the Fall (September – December) under one data collection wave. One data collection wave means that these surveys will be fielded only once in a given year at the same time. The project plan shall include a detailed timeline of activities showing all major activities and deliverables in the sample deliverables timeline. The project plan is due two weeks after contract execution.
2. On a weekly basis, Contractor shall provide the State with project status reports. The schedule for status report deliveries shall be determined by the State, based upon the timeline listed below in the "SAMPLE DELIVERABLE TIMELINE" section. The Contractor will provide the State with any changes to the sample deliverable timeline within two weeks of contract execution. Financial reports and invoices shall be provided at least quarterly. During the field period, the Contractor shall report on a weekly basis the total survey completions to date and a summary of sample dispositions resolved since the previous report was issued.
3. After data collection, data entry, and data consolidation have been completed, the Contractor shall prepare a dataset for the State, using the data file layout specified by NCQA. The dataset shall include values for each questionnaire item by completed case and shall be purged of any "protected health information," as that term is defined in 45 CFR §160.103. Both response and non-response data shall be included. The dataset shall be submitted in a choice of format (e.g. SAS, SPSS, Excel), organized as a single record for each member composed of a string of fields containing data values. Weighting of the data is not included, but weights provided by the State can be applied, at additional cost, if desired by the State. If the weights are elected by the State, the Contractor and the State understand that this will be a task requiring an amendment per Bulletin 3.5. The Contractor shall ensure that a data file layout with defined labels and values accompanies the dataset. The Contractor shall only deliver this dataset to a third party vendor at the request of the State.
4. The Contractor shall produce and deliver a standard CAHPS®-CG (with or without PCMH items) practice-level report for each participating practice, in an Excel file format to allow practices to track their results over time. The Contractor shall also transmit the data to the State, in a format decided on by the State, in order for the State to develop reports. These reports shall present scores and descriptive statistics for all scored measures and composites, with comparison of practice scores to an overall score.
5. In addition to the statewide report and the practice reports, the Contractor shall develop and produce aggregate reports for each of the ACOs.
6. After delivery of reports specified above, the Contractor shall maintain all records and returned, completed surveys as specified by NCQA. Upon expiration of the specified contract period, the Contractor shall contact the State to discuss the disposition of these documents. The Contractor shall shred all returned questionnaires, unless other arrangements are made between the State and the Contractor.

TASK 3: CAHPS® 5.0H for the Medicaid Population Project Activities - Data Sampling and Collection and Data Reporting

A. Sampling Services

1. The sample will consist of two (2) statewide samples of eligible Medicaid beneficiaries, one for adults and one for children. The 5.0H versions of the CAHPS® Adult Medicaid questions and Child Medicaid questions, without the Children with Chronic Conditions (CCC) measurement set, will be used. Data collected will not be submitted to NCQA. Data collected will be submitted to NCBD. The sample frame file shall be submitted to the Contractor by the State in a prescribed standard format with fixed fields, fixed length records, and no delimiters. All required data file elements shall be included in the sample.
2. The Contractor shall provide a transfer center for practice submission of the two statewide samples. The transfer center is a website utilizing 256-bit encryption through SSL that allows for secure transfer of files using a web browser. The Contractor shall also accept files submitted on physical media (e.g., diskette, CD-ROM) or by e-mail that is compressed, encrypted, and secured by password.
3. Upon receiving the statewide samples, the Contractor shall check the files for accuracy and completeness. The Contractor shall review and refine the list for its appropriateness as a sampling frame, following guidelines in *Specifications for the CAHPS® 5.0H Survey*. The Contractor shall work with the State, as needed, to resolve and sample frame data file issues.
4. The Contractor shall deduplicate the data files to ensure that each patient is represented only once in the sampling frame.
5. The Contractor shall remove from the data files any patient who does not meet the age criterion for the adult or child survey, as appropriate, using the designated cutoff date, which shall be the last day of the measurement period, per NCQA guidelines. The specific date shall be determined by the Contractor and the State.
6. The Contractor shall conduct oversampling for specialized populations (such as mental health, choices for care, developmental disability), if requested in writing by the State. The State will identify these specialized populations in the sample frame files provided to the vendor. Oversampling will be conducted at \$9.26 per case. Oversampling is currently included within the Contractor's budget.
7. The Contractor shall secure NCQA approval, if needed, for any enhanced sampling options.
8. After the sample has been randomly selected, the Contractor shall employ a National Change of Address (NCOA) service to update address information.
9. The Contractor shall deduplicate the selected samples to ensure that only one member of a household is included.
10. If sample cases are removed due to insufficient addresses or telephone number, or where there are duplicated households, the Contractor will sample with replacements.

B. Data Collection

Once selection is completed, the Contractor shall incorporate the selected sample cases into a mixed-mode field protocol consisting of one survey packet mailing to all selected cases, one reminder postcard, a second survey packet mailing, and a maximum of 3 phone call-backs to non-respondents, over a 6-

week field period. The Contractor shall customize mail materials with the State logo.

Survey instrument

1. The Contractor shall utilize the current version of the CAHPS® 5.0H Medicaid adult survey instrument (the questionnaire), made available by NCQA, or the current version of the CAHPS® 5.0H Medicaid child survey instrument, made available by NCQA, without the Children with Chronic Conditions measurement set.
2. Since questionnaire length is a key element in project costs, the Contractor and the State understand that the addition of supplemental items may incur additional costs if their inclusion requires additional pages.
3. For mail surveys, the Contractor shall print the first mailing questionnaires in English. The Contractor shall format the questionnaires using the Contractor's current standard layout and design, which is expected to produce an 8-page booklet. If the Contractor receives a phone request for a Spanish survey, the Contractor shall print the second mailing to the respondent in Spanish.

Cover Letter

1. The Contractor shall obtain cover letter text from NCQA CAHPS® 5.0H materials and provide them to the State for review and possible revision. The State and the Contractor shall ensure that the length of the text shall allow for the Contractor's standard formatting and shall accommodate use of the Contractor's standard outgoing envelope.
2. The Contractor shall customize and print cover letters in English, with the back of the cover letter containing standard text in Spanish. Both the English and Spanish text shall include non-customized text on the backside with a toll-free number for respondents to call and request the survey in an alternate language (i.e. Spanish or English). The Contractor shall customize each cover letter with the name and address of the selected respondent ("To the Parent/Guardian of" for a child survey). The Contractor shall ensure that cover letters include the State logo.
3. The Contractor shall ensure that each cover letter contains one signature block of the State. The Contractor shall communicate with the State regarding the transfer of the signature, full name and title of appropriate representative to the Contractor.

Initial Outgoing Survey Packet

1. Using its mail production equipment, the Contractor shall create and mail to each individual in the sample his or her customized CAHPS® 5.0H adult or child questionnaire, as appropriate, in a personalized survey packet with the following format:
 - a. Outgoing Envelope:
 - White, appropriately-sized envelope chosen and provided by the Contractor
 - Black printing of Vermont Medicaid, the Contractor's return address, respondent name and address ("To the Parent/Guardian of" for child survey)
 - First class postage imprint
 - The USPS "Electronic Address Service" printed on the envelope
 - b. Questionnaire:

- Formatted Microsoft Word file based on NCQA CAHPS® 5.0H adult or child vendor materials, as appropriate to the practice type
 - Produced in English (Spanish if requested by respondent)
 - All printing done in-house by the Contractor
 - Two 11" X 17" white sheets of paper, folded to produce an 8-page booklet
 - Customized to individual respondent level with insertion of bar-coded tracking data
- c. Cover Letter:
- Custom laser printing for text insertions, respondent name and address, official signature and logo printed in black, standard text in Spanish included on the back
 - Text from NCQA CAHPS® 5.0H vendor materials
- d. Return Envelope:
- Appropriately-sized, white return envelope, as determined by the Contractor, with the Contractor's address inserted into each outbound packet
 - Business reply imprint using the Contractor's business reply account

Follow-up Outgoing Reminder Postcard

The Contractor shall prepare and mail a reminder postcard to initial non-responders. A "initial non-responder" shall be any individual whose survey the Contractor has not yet received after 7 days from the date of mailing the initial survey packet.

Follow-up Outgoing Survey Packet

The Contractor shall prepare and mail a follow-up survey packet to final non-responders. A "final non-responder" shall be any individual whose survey the Contractor has not yet received after 21 days from the date of mailing the initial survey packet. The format of this mailing shall be the same as that of the initial mailing, except for the cover letter text, which shall be appropriate for a second mailing. Text for this second cover letter shall be taken from NCQA survey materials.

Processing Incoming Mail

7. As undeliverable surveys and alternate addresses are returned to the Contractor by the postal service, the Contractor shall update internal records accordingly.
8. As surveys are returned, the Contractor shall enter all received data into the appropriate computer system. After data entry has been completed, the Contractor shall conduct data cleaning and perform both format and outlier checks, according to Contractor standards with input from the State. The Contractor shall deliver these standards to the State within 14 days of contract execution. If the State does not receive these standards within 14 days of contract execution, the State shall – in its sole discretion – set the applicable standards.
9. Based on NCQA CAHPS® 5.0H guidelines, the Contractor shall consider a survey to be complete and valid if the following two criteria are met:
 - The respondent answers at least one survey question.
 - Responses indicate that the respondent meets the eligible population criteria.

10. The Contractor shall report to the State, for the State's involvement in, the case of any individual who has expressed a desire not to participate in the survey project. After reporting the State, the Contractor shall cease all follow-up efforts to any individual having expressed a desire not to participate in the survey project.
11. The Contractor shall ensure that the duration of the field period is 42 days (6 weeks).
12. The Contractor shall ensure that final data is cleaned and coded, following NCQA 5.0H guidelines and specifications.

C. Telephone Services

1. The Contractor will program the State's customized telephone survey for their Computer Assisted Telephone Interviewing (CATI) system.
2. The Contractor will use a telephone number verification service to locate and update telephone numbers.
3. Call attempts will be made to each sample case in the telephone follow-up database; calls will be distributed by the Contractor's sample management system across daytimes, evenings and weekends to determine viability of the number. The number of callbacks will be limited to three.
4. The Contractor will use best practices to interview as many difficult-to-reach respondents as possible, meaning those respondents who have an incorrect phone number listed or refuse to complete the survey at the time of the first callback. This will include:
 - a. After determining that the telephone number in the sample database is incorrect, taking steps to find the correct number, up to and including accepting new telephone numbers for the respondent taken from another member of the household.
 - b. If a respondent is away from the household, scheduling a firm appointment at a specific time and date to attempt re-contact when the respondent returns.
 - c. If a respondent is too ill at the time of the call, scheduling a firm appointment at a specific time and date to attempt re-contact at a later date within the data collection period.
5. The Contractor will comply with the rules and regulations of the Telephone Consumer Protection Act (TCPA) and the Federal Communications Commission (FCC).

D. Respondent Support Services

Throughout the mail and telephone follow-up phases of this project, the Contractor shall maintain a toll-free Respondent Assistance Telephone Line from 10am to 8pm (EST) Monday through Friday, for English-speaking and Spanish-speaking respondents. The Respondent Assistance Telephone Line will allow individuals, among other things, to ask questions to the Contractor and to complete the survey over the phone. The Contractor shall ensure that calls outside these hours shall be referred to voicemail. The Contractor's toll-free number shall appear on the cover letter and the questionnaire.

E. Data Reporting

The Contractor will work closely with the State (including the Blueprint and Vermont Medicaid) in developing reports that present the results in ways that are accessible, meaningful, and support the evaluation of the quality of primary care for the Medicaid population.

1. The Contractor shall provide the State with a project plan for sampling and data collection services, similar to the sample deliverable timeline, which includes fielding the CAHPS® 5.0H survey in the Fall

(September – December) under one data collection wave. One data collection wave means that these surveys will be fielded only once in a given year at the same time. The project plan shall include a detailed timeline of activities showing all major activities and deliverables in the sample deliverables timeline. The project plan is due two weeks after contract execution.

2. On a weekly basis, the contractor shall provide the State with project status reports. The schedule for status report deliveries shall be determined by project milestones and by mutual agreement of the State and the Contractor. Financial reports and invoices shall be provided at least quarterly.
3. After data collection, data entry, and data consolidation have been completed, the Contractor shall prepare the Standard Overview Report for the State. If the State chooses to oversample for special subpopulations, the Contractor will produce a separate Standard Overview Report for each subpopulation.
4. Post-project, the Contractor shall maintain all records and returned, completed surveys for three years. Upon expiration of the specified contract period, the Contractor shall contact the State to discuss the disposition of these documents. The Contractor shall shred all records and returned, completed surveys, unless other arrangements are made between the State and the Contractor.

SAMPLE DELIVERABLE TIMELINE

A. DATA SAMPLING and COLLECTION

The Contractor will complete three (3) tasks for the State. Two items are related to data sampling and collection:

1. Task 1 - CAHPS®-CG (with or without PCMH items) Project Activities – Data Sampling and Collection
2. Task 3 - CAHPS® 5.0H for the Medicaid Population Project Activities – Data Sampling and Collection

The Sample Deliverable Timeline below provides a template for the project plan to be delivered to the State no more than two weeks after the execution of the contract.

Sample Deliverable Timeline	
Contract commences	July 1, 2017
Contractor contacts practices for receipt of BAAs, sample frame files, and logos and signatures, henceforth known as 'Submission 1'	September 8, 2017
Submission 1 reminder email sent	September 15, 2017
Sample frame file submission window closes	September 22, 2017
Actual frame file submission window opens	September 25, 2017
Logos & signatures submission window closes	September 29, 2017
Actual frame file reminder email	October 2, 2017
BAAs completed by required practices	October 6, 2017
Actual frame file submission window closes	October 9, 2017
Data collection: 1 st mailing	November 3, 2017
Data collection: 2 nd mailing	November 22, 2017
Data collection field closes	December 15, 2017

B. DATA REPORTING

The Contractor will complete three (3) tasks for the State. Two items are related to reporting:

1. Task 2 - CAHPS®-CG, with or without PCMH items, Project Activities – Data Reporting
3. Task 3 - CAHPS® 5.0H for the Medicaid Population Project Activities – Data Reporting

<u>Sample Deliverable Timeline</u>	
Contract commences	July 1, 2017
Contractor submits project plan to the State	July 14, 2017
Contractor submits standards for processing incoming mail to the State	Within 14 days of contract execution
Weekly reports on: <ul style="list-style-type: none">• Total surveys completed to date• Summary of sample dispositions resolved since previous report• Any problems encountered & their resolution	September 8, 2017 – December 15, 2017
Dataset completed for the State	March 30, 2018
Practice-level reports completed for the practices	February 2, 2018
ACO-level reports completed for the ACOs	March 30, 2018
Two Standard Overview Reports, one for adult and one for child, completed for Medicaid / additional Standard Overview Reports for specialized subpopulations	March 30, 2018

ATTACHMENT B PAYMENT PROVISIONS

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Contractor shall be paid for products or services actually performed as specified in Attachment A up to the maximum allowable amount specified in this agreement. State of Vermont payment terms are Net 30 days from date of invoice, payments against this contract shall comply with the State's payment terms. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The following provisions specifying payments are:

1. Contractor invoices shall be submitted no more frequently than monthly, but no later than quarterly and shall be in accordance with this Attachment B.
2. The Contractor shall subdivide invoicing based on tasks in Attachment A; tasks 1 and 2 shall be grouped together in one invoice and task 3 shall remain a separate invoice.
 - a. For tasks 1 and 2, each invoice must include:
 1. a unique invoice number
 2. contract number
 3. dates of service
 4. accurate date of invoice submission request for payment shall include the number of practices fielded and be subdivided by the cost per practice, which includes:
 1. the set-up fee for the survey group: \$347.70; if the practice is fielding both an adult and child survey the set-up fee will be \$695.40 ($=\347.70×2);
 2. the number of cases fielded at the practice, noting any oversampling conducted at the request of the State;
 3. the total cost per practice; and
 4. ACO reporting costs shall be invoiced as development and production per table below.
 - b. For task 3, each invoice must include:
 1. a unique invoice number
 2. contract number
 3. dates of service
 4. accurate date of invoice submission request for payment, which payment shall be subdivided by the number of cases fielded within each survey group and include the cost per case: \$9.26
 5. when applicable, accurate date of invoice submission request for payment, which payment shall be additionally subdivided by the cost per case to oversample specialized subpopulations: \$9.26
3. Contractor will not be reimbursed for expenses, including supplies, benefits, or insurance.
4. Invoices should reference this contract number and be submitted electronically to:

Meaghan Kelley
Meaghan.Kelley@vermont.gov

Candace Elmquist
Candace.Elmquist@vermont.gov

5. Invoices shall be accompanied by a:
 - a. Financial Reporting Form in Excel format (to be provided by the State). A final Financial Report Form will be due no later than 30 days after the end date of the agreement. The final financial report will report actual approved expenditures against payments received.
 - b. Master list of practices as maintained by the Contractor, in a format determined by the State
6. The maximum amount payable under this contract for services and expenses shall not exceed \$180,296.52. The maximum allowable payable for the period of this contract, July 1, 2017 to June 30, 2018 shall be subdivided as follows:

Task 1: Data Collection and Sampling for the CAHPS®-CG (with or without PCMH items) Project AND Task 2: Data Reporting for the CAHPS®-CG (with or without PCMH items) Project

Requirements for Fielding	
# Providers at Site	Minimum Sample Size (per NCQA)
1	128
2-3	171
4-9	343
10-13	429
14-19	500
20-28	643
29+	686

Total Survey Field Costs					
		Column A	Column B	Column C	Column D
VTID	Practice Name	Set up Fee (\$347.70 per survey group; the practice determines whether it wishes to field both survey groups)	Number of Cases Fielded	Field Cost (=Column B * \$1.44)	Total Cost (= Column A + Column C)

Report Type	Development		Production		Total
	Cost	Number	Cost	Number	
ACO	\$2,450	1	\$1,000	3	\$5,450
TOTAL REPORT COSTS					\$5,450

Task 3: Data Collection and Sampling for the CAHPS® 5.0 Child Medicaid Survey Project

	Column A	Column B	Column C
<i>Survey Group</i>	<i>Number of Cases Fielded</i>	<i>Field Cost (\$9.26)</i>	<i>Total Cost (= Column A * Column B)</i>
Adult			
Child			

Budget

Beginning July 1, 2017 ending June 30, 2018

Blueprint and Medicaid Patient Experience Survey Budget Summary		
Task	Description	Total Amount Budgeted
Task 1 & 2	CAHPS®-CG (with or without PCMH items) Project Activities – Data Sampling and Collection	\$134,296.52
	CAHPS®-CG (with or without PCMH items) Project Activities – Data Reporting	
Task 3	CAHPS® 5.0H for the Medicaid Population Project Activities – Data Sampling and Collection and Data Reporting	\$46,000
Total		\$180,296.52

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED JULY 1, 2016**

1. Definitions: For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement.

Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party's indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with the Contract, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Federal Requirements Pertaining to Grants and Subrecipient Agreements:

- A. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- B. Internal Controls:** In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

- C. Mandatory Disclosures:** In the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics,

which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

23. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

24. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

25. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

26. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this

paragraph.

27. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

28. Termination: In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. No Implied Waiver of Remedies:** A party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

29. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

30. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

31. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

32. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside continental United States, except with the express written permission of the State.

(Revised 7/1/16 - End of Standard Provisions)

**ATTACHMENT D
MODIFICATION OF CUSTOMARY PROVISIONS
OF
ATTACHMENT C OR ATTACHMENT F**

1. The insurance requirements contained in Attachment C, Section 8 are hereby modified:

Notwithstanding Section 8 of Attachment C, the following is hereby added to the Agreement:

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party will procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum third-party coverage of **\$1,000,000.00** per occurrence, and **\$2,000,000.00** aggregate. To the extent Contractor has access to, processes, handles, collects, transmits, stores or otherwise deals with State Data, Contractor shall maintain first party Breach Notification Coverage of not less than \$3,000,000.

Party will name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.


Notwithstanding Section 8 of Attachment C, the following is hereby added to the Agreement:

The State of Vermont and its agencies, departments, officers and employees do not need to be named as Additional Insureds related to automotive coverage.

2. Reasons for Modifications:

Professional Liability was omitted from the revised Attachment C (7/1/16) and is required under this contract.

APPROVAL:

 e-Signed by James Blum
on 2017-06-20 15:52:55 GMT

ASSISTANT ATTORNEY GENERAL

DATE: June 20, 2017

*State of Vermont – Attachment D
Revised AHS – 10-30-2010*

**ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement ("Agreement") is entered into by and between the State of Vermont Agency of Human Services, operating by and through its Department of Vermont Health Access ("Covered Entity") and DataStat Inc. ("Business Associate") as of July 1, 2017 ("Effective Date"). This Agreement supplements and is made a part of the contract/grant to which it is attached.

Covered Entity and Business Associate enter into this Agreement to comply with standards promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including the Standards for the Privacy of Individually Identifiable Health Information, at 45 CFR Parts 160 and 164 ("Privacy Rule"), and the Security Standards, at 45 CFR Parts 160 and 164 ("Security Rule"), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), and any associated federal rules and regulations.

The parties agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations.

"Agent" means those person(s) who are agents(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).

"Breach" means the acquisition, access, use or disclosure of protected health information (PHI) which compromises the security or privacy of the PHI, except as excluded in the definition of Breach in 45 CFR § 164.402.

"Business Associate shall have the meaning given in 45 CFR § 160.103.

"Individual" includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

"Protected Health Information" or PHI shall have the meaning given in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Agency.

"Security Incident" means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.

"Services" includes all work performed by the Business Associate for or on behalf of Covered Entity that requires the use and/or disclosure of protected health information to perform a business associate function described in 45 CFR § 160.103 under the definition of Business Associate.

"Subcontractor" means a person or organization to whom a Business Associate delegates a function, activity or service, other than in the capacity of a member of the workforce of the Business Associate. For purposes of this Agreement, the term Subcontractor includes Subgrantees.

2. Identification and Disclosure of Privacy and Security Offices. Business Associate and Subcontractors shall provide, within ten (10) days of the execution of this agreement, written notice to the Covered Entity's contract/grant manager the names and contact information of both the HIPAA Privacy Officer and HIPAA

Security Officer. This information must be updated any time either of these contacts changes.

3. Permitted and Required Uses/Disclosures of PHI.

3.1 Except as limited in this Agreement, Business Associate may use or disclose PHI to perform Services, as specified in the underlying grant or contract with Covered Entity. The uses and disclosures of Business Associate are limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the underlying agreement. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Covered Entity in that manner. Business Associate may not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

3.2 Business Associate may make PHI available to its employees who need access to perform Services provided that Business Associate makes such employees aware of the use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Associate may only disclose PHI for the purposes authorized by this Agreement: (a) to its agents and Subcontractors in accordance with Sections 9 and 17 or, (b) as otherwise permitted by Section 3.

3.3 Business Associate shall be directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Covered Entity, and for impermissible uses and disclosures, by Business Associate's Subcontractor(s), of the PHI that Business Associate handles on behalf of Covered Entity and that it passes on to Subcontractors.

4. Business Activities. Business Associate may use PHI received in its capacity as a Business Associate to Covered Entity if necessary for Business Associate's proper management and administration or to carry out its legal responsibilities. Business Associate may disclose PHI received in its capacity as Business Associate to Covered Entity for Business Associate's proper management and administration or to carry out its legal responsibilities if a disclosure is Required by Law or if Business Associate obtains reasonable written assurances via a written agreement from the person to whom the information is to be disclosed that the PHI shall remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the Agreement requires the person or entity to notify Business Associate, within two (2) business days (who in turn will notify Covered Entity within two (2) business days after receiving notice of a Breach as specified in Section 6.1), in writing of any Breach of Unsecured PHI of which it is aware. Uses and disclosures of PHI for the purposes identified in Section 3 must be of the minimum amount of PHI necessary to accomplish such purposes.

5. Safeguards. Business Associate, its Agent(s) and Subcontractor(s) shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. With respect to any PHI that is maintained in or transmitted by electronic media, Business Associate or its Subcontractor(s) shall comply with 45 CFR sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements). Business Associate or its Agent(s) and Subcontractor(s) shall identify in writing upon request from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.

6. Documenting and Reporting Breaches.

6.1 Business Associate shall report to Covered Entity any Breach of Unsecured PHI, including Breaches reported to it by a Subcontractor, as soon as it (or any of its employees or agents) becomes aware of any such Breach, and in no case later than two (2) business days after it (or any of its employees or agents)

becomes aware of the Breach, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security.

6.2 Business Associate shall provide Covered Entity with the names of the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of the Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR § 164.404(c), and, if requested by Covered Entity, information necessary for Covered Entity to investigate the impermissible use or disclosure. Business Associate shall continue to provide to Covered Entity information concerning the Breach as it becomes available to it. Business Associate shall require its Subcontractor(s) to agree to these same terms and conditions.

6.3 When Business Associate determines that an impermissible acquisition, use or disclosure of PHI by a member of its workforce is not a Breach, as that term is defined in 45 CFR § 164.402, and therefore does not necessitate notice to the impacted individual(s), it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). When requested by Covered Entity, Business Associate shall make its risk assessments available to Covered Entity. It shall also provide Covered Entity with 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low probability that the PHI had been compromised. When a breach is the responsibility of a member of its Subcontractor's workforce, Business Associate shall either 1) conduct its own risk assessment and draft a summary of the event and assessment or 2) require its Subcontractor to conduct the assessment and draft a summary of the event. In either case, Business Associate shall make these assessments and reports available to Covered Entity.

6.4 Business Associate shall require, by contract, a Subcontractor to report to Business Associate and Covered Entity any Breach of which the Subcontractor becomes aware, no later than two (2) business days after becomes aware of the Breach.

7. **Mitigation and Corrective Action.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible use or disclosure of PHI, even if the impermissible use or disclosure does not constitute a Breach. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by Covered Entity, Business Associate shall make its mitigation and corrective action plans available to Covered Entity. Business Associate shall require a Subcontractor to agree to these same terms and conditions.

8. **Providing Notice of Breaches.**

8.1 If Covered Entity determines that an impermissible acquisition, access, use or disclosure of PHI for which one of Business Associate's employees or agents was responsible constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity, Business Associate shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When requested to provide notice, Business Associate shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate.

8.2 If Covered Entity or Business Associate determines that an impermissible acquisition, access, use or disclosure of PHI by a Subcontractor of Business Associate constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity or Business Associate, Subcontractor shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When Covered Entity requests that Business Associate or its Subcontractor provide notice, Business Associate shall either 1) consult with Covered Entity about the specifics of the notice as set forth in section 8.1, above, or 2) require, by contract,

its Subcontractor to consult with Covered Entity about the specifics of the notice as set forth in section 8.1

8.3 The notice to affected individuals shall be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate reported the Breach to Covered Entity.

8.4 The notice to affected individuals shall be written in plain language and shall include, to the extent possible, 1) a brief description of what happened, 2) a description of the types of Unsecured PHI that were involved in the Breach, 3) any steps individuals can take to protect themselves from potential harm resulting from the Breach, 4) a brief description of what the Business Associate is doing to investigate the Breach, to mitigate harm to individuals and to protect against further Breaches, and 5) contact procedures for individuals to ask questions or obtain additional information, as set forth in 45 CFR § 164.404(c).

8.5 Business Associate shall notify individuals of Breaches as specified in 45 CFR § 164.404(d) (methods of individual notice). In addition, when a Breach involves more than 500 residents of Vermont, Business Associate shall, if requested by Covered Entity, notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR § 164.406.

9. **Agreements with Subcontractors.** Business Associate shall enter into a Business Associate Agreement with any Subcontractor to whom it provides PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity in which the Subcontractor agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. Business Associate must enter into this Business Associate Agreement before any use by or disclosure of PHI to such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of PHI. Business Associate shall provide a copy of the Business Associate Agreement it enters into with a subcontractor to Covered Entity upon request. Business associate may not make any disclosure of PHI to any Subcontractor without prior written consent of Covered Entity.

10. **Access to PHI.** Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or as directed by Covered Entity to an Individual to meet the requirements under 45 CFR § 164.524. Business Associate shall provide such access in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for access to PHI that Business Associate directly receives from an Individual.

11. **Amendment of PHI.** Business Associate shall make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526, whether at the request of Covered Entity or an Individual. Business Associate shall make such amendments in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for amendment to PHI that Business Associate directly receives from an Individual.

12. **Accounting of Disclosures.** Business Associate shall document disclosures of PHI and all information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Business Associate shall provide such information to Covered Entity or as directed by Covered Entity to an Individual, to permit Covered Entity to respond to an accounting request. Business Associate shall provide such information in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any accounting request that Business Associate directly receives from an Individual.

13. **Books and Records.** Subject to the attorney-client and other applicable legal privileges, Business Associate shall make its internal practices, books, and records (including policies and procedures and PHI)

relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity available to the Secretary in the time and manner designated by the Secretary. Business Associate shall make the same information available to Covered Entity, upon Covered Entity's request, in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether Business Associate is in compliance with this Agreement.

14. Termination.

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 18.8.

14.2 If Business Associate breaches any material term of this Agreement, Covered Entity may either: (a) provide an opportunity for Business Associate to cure the breach and Covered Entity may terminate the contract or grant without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate the contract or grant without liability or penalty if Covered Entity believes that cure is not reasonably possible; or (c) if neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary. Covered Entity has the right to seek to cure any breach by Business Associate and this right, regardless of whether Covered Entity cures such breach, does not lessen any right or remedy available to Covered Entity at law, in equity, or under the contract or grant, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

15. Return/Destruction of PHI.

15.1 Business Associate in connection with the expiration or termination of the contract or grant shall return or destroy, at the discretion of the Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity pursuant to this contract or grant that Business Associate still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. Business Associate shall not retain any copies of the PHI. Business Associate shall certify in writing for Covered Entity (1) when all PHI has been returned or destroyed and (2) that Business Associate does not continue to maintain any PHI. Business Associate is to provide this certification during this thirty (30) day period.

15.2 Business Associate shall provide to Covered Entity notification of any conditions that Business Associate believes make the return or destruction of PHI infeasible. If Covered Entity agrees that return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI. This shall also apply to all Agents and Subcontractors of Business Associate.

16. Penalties and Training. Business Associate understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of PHI and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations. If requested by Covered Entity, Business Associate shall participate in training regarding the use, confidentiality, and security of PHI.

17. Security Rule Obligations. The following provisions of this section apply to the extent that Business Associate creates, receives, maintains or transmits Electronic PHI on behalf of Covered Entity.

17.1 Business Associate shall implement and use administrative, physical, and technical safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312 with respect to the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to protect such Electronic PHI.

17.2 Business Associate shall ensure that any Agent and Subcontractor to whom it provides Electronic PHI agrees in a written agreement to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of the Electronic PHI. Business Associate must enter into this written agreement before any use or disclosure of Electronic PHI by such Agent or Subcontractor. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of Electronic PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of Electronic PHI to any Agent or Subcontractor without the prior written consent of Covered Entity.

17.3 Business Associate shall report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Business Associate or an Agent or Subcontractor). Business Associate shall provide this written report as soon as it becomes aware of any such Security Incident, and in no case later than two (2) business days after it becomes aware of the incident. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate any such Security Incident.

17.4 Business Associate shall comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under the Security Rule.

18. Miscellaneous.

18.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the contract/grant, the terms of this Agreement shall govern with respect to its subject matter. Otherwise, the terms of the contract/grant continue in effect.

18.2 Business Associate shall cooperate with Covered Entity to amend this Agreement from time to time as is necessary for Covered Entity to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA.

18.3 Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.

18.4 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule and Security Rule, and the HIPAA omnibus final rule) in construing the meaning and effect of this Agreement.

18.5 As between Business Associate and Covered Entity, Covered Entity owns all PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity.

18.6 Business Associate shall abide by the terms and conditions of this Agreement with respect to all PHI it receives from Covered Entity or creates or receives on behalf of Covered Entity even if some of

that information relates to specific services for which Business Associate may not be a "Business Associate" of Covered Entity under the Privacy Rule.

18.7 Business Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI. Business Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.

18.8 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for Business Associate to return or destroy PHI as provided in Section 14.2 and (b) the obligation of Business Associate to provide an accounting of disclosures as set forth in Section 11 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

(Rev: 5/5/15)

ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT/GRANT PROVISIONS

1. **Definitions:** For purposes of this Attachment F, the term "Agreement" shall mean the form of the contract or grant, with all of its parts, into which this Attachment F is incorporated. The meaning of the term "Party" when used in this Attachment F shall mean any named party to this Agreement *other than* the State of Vermont, the Agency of Human Services (AHS) and any of the departments, boards, offices and business units named in this Agreement. As such, the term "Party" shall mean, when used in this Attachment F, the Contractor or Grantee with whom the State of Vermont is executing this Agreement. If Party, when permitted to do so under this Agreement, seeks by way of any subcontract, sub-grant or other form of provider agreement to employ any other person or entity to perform any of the obligations of Party under this Agreement, Party shall be obligated to ensure that all terms of this Attachment F are followed. As such, the term "Party" as used herein shall also be construed as applicable to, and describing the obligations of, any subcontractor, sub-recipient or sub-grantee of this Agreement. Any such use or construction of the term "Party" shall not, however, give any subcontractor, sub-recipient or sub-grantee any substantive right in this Agreement without an express written agreement to that effect by the State of Vermont.
2. **Agency of Human Services:** The Agency of Human Services is responsible for overseeing all contracts and grants entered by any of its departments, boards, offices and business units, however denominated. The Agency of Human Services, through the business office of the Office of the Secretary, and through its Field Services Directors, will share with any named AHS-associated party to this Agreement oversight, monitoring and enforcement responsibilities. Party agrees to cooperate with both the named AHS-associated party to this contract and with the Agency of Human Services itself with respect to the resolution of any issues relating to the performance and interpretation of this Agreement, payment matters and legal compliance.
3. **Medicaid Program Parties** (*applicable to any Party providing services and supports paid for under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver*):

Inspection and Retention of Records: In addition to any other requirement under this Agreement or at law, Party must fulfill all state and federal legal requirements, and will comply with all requests appropriate to enable the Agency of Human Services, the U.S. Department of Health and Human Services (along with its Inspector General and the Centers for Medicare and Medicaid Services), the Comptroller General, the Government Accounting Office, or any of their designees: (i) to evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed under this Agreement; and (ii) to inspect and audit any records, financial data, contracts, computer or other electronic systems of Party relating to the performance of services under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver. Party will retain for ten years all documents required to be retained pursuant to 42 CFR 438.3(u).

Subcontracting for Medicaid Services: Notwithstanding any permitted subcontracting of services to be performed under this Agreement, Party shall remain responsible for ensuring that this Agreement is fully performed according to its terms, that subcontractor remains in compliance with the terms hereof, and that subcontractor complies with all state and federal laws and regulations relating to the Medicaid program in Vermont. Subcontracts, and any service provider agreements entered into by Party in connection with the performance of this Agreement, must clearly specify in writing the responsibilities of the subcontractor or other service provider and Party must retain the authority to revoke its subcontract or service provider agreement or to impose other sanctions if the performance of the subcontractor or service provider is inadequate or if its performance deviates from any requirement of this Agreement. Party shall make available on request all contracts, subcontracts and service provider agreements between the Party, subcontractors and other service providers to the Agency of Human Services and any of its departments as well as to the Center for Medicare and Medicaid Services.

Medicaid Notification of Termination Requirements: Party shall follow the Department of Vermont Health Access Managed-Care-Organization enrollee-notification requirements, to include the requirement that Party provide timely notice of any termination of its practice.

Encounter Data: Party shall provide encounter data to the Agency of Human Services and/or its departments and ensure further that the data and services provided can be linked to and supported by enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: Party shall provide a security plan, risk assessment, and security controls review document within three months of the start date of this Agreement (and update it annually thereafter) in order to support audit compliance with 45 CFR 95.621 subpart F, *ADP System Security Requirements and Review Process*.

4. **Workplace Violence Prevention and Crisis Response** (*applicable to any Party and any subcontractors and sub-grantees whose employees or other service providers deliver social or mental health services directly to individual recipients of such services*):

Party shall establish a written workplace violence prevention and crisis response policy meeting the requirements of Act 109 (2016), 33 VSA §8201(b), for the benefit of employees delivering direct social or mental health services. Party shall, in preparing its policy, consult with the guidelines promulgated by the U.S. Occupational Safety and Health Administration for *Preventing Workplace Violence for Healthcare and Social Services Workers*, as those guidelines may from time to time be amended.

Party, through its violence protection and crisis response committee, shall evaluate the efficacy of its policy, and update the policy as appropriate, at least annually. The policy and any written evaluations thereof shall be provided to employees delivering direct social or mental health services.

Party will ensure that any subcontractor and sub-grantee who hires employees (or contracts with service providers) who deliver social or mental health services directly to individual recipients of such services, complies with all requirements of this Section.

5. **Non-Discrimination:**

Party shall not discriminate, and will prohibit its employees, agents, subcontractors, sub-grantees and other service providers from discrimination, on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, and on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. Party shall not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity as provided by Title 9 V.S.A. Chapter 139.

No person shall on the grounds of religion or on the grounds of sex (including, on the grounds that a woman is pregnant), be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by State of Vermont and/or federal funds.

Party further shall comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, requiring that contractors and subcontractors receiving federal funds assure that persons

with limited English proficiency can meaningfully access services. To the extent Party provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services, such individuals cannot be required to pay for such services.

6. Employees and Independent Contractors:

Party agrees that it shall comply with the laws of the State of Vermont with respect to the appropriate classification of its workers and service providers as “employees” and “independent contractors” for all purposes, to include for purposes related to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party agrees to ensure that all of its subcontractors or sub-grantees also remain in legal compliance as to the appropriate classification of “workers” and “independent contractors” relating to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party will on request provide to the Agency of Human Services information pertaining to the classification of its employees to include the basis for the classification. Failure to comply with these obligations may result in termination of this Agreement.

7. Data Protection and Privacy:

Protected Health Information: Party shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this Agreement. Party shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

Substance Abuse Treatment Information: Substance abuse treatment information shall be maintained in compliance with 42 C.F.R. Part 2 if the Party or subcontractor(s) are Part 2 covered programs, or if substance abuse treatment information is received from a Part 2 covered program by the Party or subcontractor(s).

Protection of Personal Information: Party agrees to comply with all applicable state and federal statutes to assure protection and security of personal information, or of any personally identifiable information (PII), including the Security Breach Notice Act, 9 V.S.A. § 2435, the Social Security Number Protection Act, 9 V.S.A. § 2440, the Document Safe Destruction Act, 9 V.S.A. § 2445 and 45 CFR 155.260. As used here, PII shall include any information, in any medium, including electronic, which can be used to distinguish or trace an individual’s identity, such as his/her name, social security number, biometric records, etc., either alone or when combined with any other personal or identifiable information that is linked or linkable to a specific person, such as date and place of birth, mother’s maiden name, etc.

Other Confidential Consumer Information: Party agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to and uses of personal information relating to any beneficiary or recipient of goods, services or other forms of support. Party further agrees to comply with any applicable Vermont State Statute and other regulations respecting the right to individual privacy. Party shall ensure that all of its employees, subcontractors and other service providers performing services under this agreement understand and preserve the sensitive, confidential and non-public nature of information to which they may have access.

Data Breaches: Party shall report to AHS, through its Chief Information Officer (CIO), any impermissible use or disclosure that compromises the security, confidentiality or privacy of any form of protected personal information identified above within 24 hours of the discovery of the breach. Party shall in addition comply with any other data breach notification requirements required under federal or state law.

8. Abuse and Neglect of Children and Vulnerable Adults:

Abuse Registry. Party agrees not to employ any individual, to use any volunteer or other service provider, or to otherwise provide reimbursement to any individual who in the performance of services connected with this agreement provides care, custody, treatment, transportation, or supervision to children or to vulnerable adults if there has been a substantiation of abuse or neglect or exploitation involving that individual. Party is responsible for confirming as to each individual having such contact with children or vulnerable adults the non-existence of a substantiated allegation of abuse, neglect or exploitation by verifying that fact through (a) as to vulnerable adults, the Adult Abuse Registry maintained by the Department of Disabilities, Aging and Independent Living and (b) as to children, the Central Child Protection Registry (unless the Party holds a valid child care license or registration from the Division of Child Development, Department for Children and Families). See 33 V.S.A. §4919(a)(3) and 33 V.S.A. §6911(c)(3).

Reporting of Abuse, Neglect, or Exploitation. Consistent with provisions of 33 V.S.A. §4913(a) and §6903, Party and any of its agents or employees who, in the performance of services connected with this agreement, (a) is a caregiver or has any other contact with clients and (b) has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall: as to children, make a report containing the information required by 33 V.S.A. §4914 to the Commissioner of the Department for Children and Families within 24 hours; or, as to a vulnerable adult, make a report containing the information required by 33 V.S.A. §6904 to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. Party will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

9. Information Technology Systems:

Computing and Communication: Party shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Party as part of this agreement. Options include, but are not limited to:

1. Party's provision of certified computing equipment, peripherals and mobile devices, on a separate Party's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

Intellectual Property/Work Product Ownership: All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement -- including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement, or are a result of the services required under this grant -- shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30-days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Party (or subcontractor or sub-grantee), shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

Party shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State of Vermont.

If Party is operating a system or application on behalf of the State of Vermont, Party shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Party's materials.

Party acknowledges and agrees that should this agreement be in support of the State's implementation of the Patient Protection and Affordable Care Act of 2010, Party is subject to the certain property rights provisions of the Code of Federal Regulations and a Grant from the Department of Health and Human Services, Centers for Medicare & Medicaid Services. Such agreement will be subject to, and incorporates here by reference, 45 CFR 74.36, 45 CFR 92.34 and 45 CFR 95.617 governing rights to intangible property.

Security and Data Transfers: Party shall comply with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Party of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Party to implement any required.

Party will ensure the physical and data security associated with computer equipment, including desktops, notebooks, and other portable devices, used in connection with this Agreement. Party will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. Party will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, Party shall securely delete data (including archival backups) from Party's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

Party, in the event of a data breach, shall comply with the terms of Section 6 above.

10. Other Provisions:

Environmental Tobacco Smoke. Public Law 103-227 (also known as the Pro-Children Act of 1994) and Vermont's Act 135 (2014) (An act relating to smoking in lodging establishments, hospitals, and child care facilities, and on State lands) restrict the use of tobacco products in certain settings. Party shall ensure that no person is permitted: (i) to use tobacco products or tobacco substitutes as defined in 7 V.S.A. § 1001 on the premises, both indoor and outdoor, of any licensed child care center or afterschool program at any time; (ii) to use tobacco products or tobacco substitutes on the premises, both indoor and in any outdoor area designated for child care, health or day care services, kindergarten, pre-kindergarten, elementary, or secondary education or library services; and (iii) to use tobacco products or tobacco substitutes on the premises of a licensed or registered family child care home while children are present and in care. Party will refrain from promoting the use of tobacco products for all clients and from making tobacco products available to minors.

Failure to comply with the provisions of the federal law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The federal Pro-Children Act of 1994, however, does not apply to portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

2-1-1 Database: If Party provides health or human services within Vermont, or if Party provides such services near the Vermont border readily accessible to residents of Vermont, Party shall adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211 (Vermont 211), and will provide to Vermont 211 relevant descriptive information regarding its agency, programs and/or contact information as well as accurate and up to date information to its database as requested. The "Inclusion/Exclusion" policy can be found at www.vermont211.org.

Voter Registration: When designated by the Secretary of State, Party agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.

Drug Free Workplace Act: Party will assure a drug-free workplace in accordance with 45 CFR Part 76.

Lobbying: No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.

AHS ATT. F 12.31.16

APPENDIX 1: REQUIRED FORMS
Department of Vermont Health Access
Subcontractor Compliance Form

Date: _____

Original Contractor/Grantee Name: _____ Contract/Grant #: _____

Subcontractor Name: _____

Scope of Subcontracted Services:

Is any portion of the work being outsourced outside of the United States? ☐ YES ☐ NO
(If yes, do not proceed)

All vendors under contract, grant, or agreement with the State of Vermont, are responsible for the performance and compliance of their subcontractors with the Standard State Terms and Conditions in Attachment C. This document certifies that the Vendor is aware of and in agreement with the State expectation and has confirmed the subcontractor is in full compliance (or has a compliance plan on file) in relation to the following:

- ☐ Subcontractor does not owe, is in good standing, or is in compliance with a plan for payment of any taxes due to the State of Vermont
- ☐ Subcontractor (if an individual) does not owe, is in good standing, or is in compliance with a plan for payment of Child Support due to the State of Vermont.
- ☐ Subcontractor is not on the State's disbarment list.

In accordance with State Standard Contract Provisions (Attachment C), the State may set off any sums which the subcontractor owes the State against any sums due the Vendor under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in Attachment C.

Signature of Subcontractor

Date

Signature of Vendor

Date

Received by DVHA Business Office

Date

Required: Contractor cannot subcontract until this form has been returned to DVHA Contracts & Grants Unit.

INVOICE

Contractor/ Grantee:	
Contract/ Grant #:	
Address:	
Invoice #:	
Date of invoice:	

Contractor Billing Contact: _____ Phone #: _____

Dates of Service	Description of Deliverables/Work Performed (please include/list a narrative of activities)	Amount
	Tasks 1 &2	
	Task 3	
TOTAL:		

Remittance Address:

Bill to Address:

Department of Vermont Health Access
NOB 1 South, 280 State Drive
Waterbury, VT 05671

DVHA BO USE: *INVOICE PAYMENTS ARE NET30 TERMS, UNLESS STATED OTHERWISE*

Signature: _____